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2 HILLMAN, LUCAS & JONES. P.C.
3 One Harbor Center, Suite 220
4 Suisun City, California 94585
(707) 427-7377
Fax (707) 427-7370

5 Attorneys for Movant
6 SARAH J. LINK, DENNIS FOLLAIN, and
7 INFINITI RE, LLC
8

9 UNITED STATES BANKRUPTCY COURT
10 EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION
11

12 In re:

13
14
15
16 ALLAN MANGAYAYAM,

17
18
19 Debtor.
20
21
22
23

Case No. 2010-29657

Chapter 13

D.C. No. JMC-1

**EXHIBITS TO DECLARATION IN
SUPPORT OF MOTION FOR RELIEF
FROM AUTOMATIC STAY
(11 U.S.C. § 362 and Bankruptcy Rule
4001)**

LBR 4001-1 and 9014-1(f)(1)

Date: May 25, 2010

Time: 9:31 a.m.

Place: Dept B, Courtroom 32

Judge: Thomas C. Holman

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EXHIBIT A

RECORDING REQUESTED BY:

AND WHEN RECORDED TO:
DENNIS FOLLAIN SARAH LINK INFINITE RE, LLC
4892 WINDERMERE DR,
NEWARK, CA 94560

Forward Tax Statements to
the address given above

Recorded in Official Records, Solano County

Marc C. Tonnesen
Assessor/Recorder

2/04/2010
2:08 PM
AR16
22

P LINK, S.

Doc#: 201000011778

Titles: 1 Pages: 3



Fees	13.00
Taxes	330.55
Other	0.00
PAID	\$343.55

SPACE ABOVE LINE FOR RECORDER'S USE

TS # GM-158502-C

LOAN # 0178978104

INVESTOR #: 0000000000000

TITLE ORDER # 090100189-CA-MSI

TRUSTEE'S DEED UPON SALE

APN 0181-495-010

TRANSFER TAX: \$ 330.55

The Grantee Herein Was Not The Foreclosing Beneficiary.

The Amount Of The Unpaid Debt was \$735,043.91

The Amount Paid By The Grantee Was \$300,100.00

Said Property Is In The City Of FAIRFIELD, County of Solano

Executive Trustee Services, LLC dba ETS Services, LLC, as Trustee, (whereas so designated in the Deed of Trust hereunder

more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

DENNIS FOLLAIN, SARAH LINK INFINITE RE, LLC, AS TENANTS IN Common

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of Solano, State of California, described as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **ALLAN A. MANGAYAYAM and SHANTEL C. MANGAYAYAM, HUSBAND AND WIFE** as Trustor, dated 4/9/2007 of the Official Records in the office of the Recorder of Solano, California under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on 4/17/2007, instrument number 200700044062 (or Book, Page)

of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

TRUSTEE'S DEED UPON SALE

Trustee's Deed
T.S.# GM-158502-C
Loan # 0176978104
Title Order # 090100189-CA-MSI

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 1/7/2010. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$300,100.00, in lawful money of the United States, in proper receipt there of is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, Executive Trustee Services, LLC dba ETS Services, LLC., as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws

Date: 1/7/2010

LLC

Executive Trustee Services, LLC dba ETS Services,

By: Kathleen Gowen
Kathleen Gowen, Limited Signing Officer

State of California) S.S.
County of Los Angeles)

On 1/12/2010 before me, Eliza Michelle Meza, Notary Public, personally appeared Kathleen Gowen, Limited Signing Officer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Eliza Michelle Meza

(Seal)



ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

(CITY OF FAIRFIELD)

LOT 831, AS SHOWN ON THAT CERTAIN MAP ENTITLED: "FINAL MAP OF SOUTHBROOK UNIT NO. 8", FILED IN THE OFFICE OF THE COUNTY RECORDER, SOLANO COUNTY, CALIFORNIA, ON SEPTEMBER 7, 1999, IN BOOK 69 OF MAPS, AT PAGE 68.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH BELOW 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND FOR THE PURPOSES OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OF OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF AS EXCEPTED IN THE DEED FROM LOUIS B. GARIBALDI, ET AL, TO ASTER LAND CONSULTANTS, INC, A CORPORATION, DATED JUNE 9, 1989, AND RECORDED JUNE 11, 1989, IN BOOK 1589 OF OFFICIAL RECORDS, PAGE 672, AS INSTRUMENT NO. 10381.

ALSO EXCEPTING THEREFROM ALL THE SUBSURFACE WATER NOW OR HEREAFTER FOUND OR LOCATED IN ALL OR ANY PART OF THE LAND ABOVE DESCRIBED, LYING BELOW THE SURFACE THEREOF, AND EXPRESSLY RESERVES THE RIGHT TO GRANT LEASES FOR SUCH WATER WITHOUT RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF RECOVERING SUCH WATER.

EXHIBIT B

THREE DAY NOTICE TO QUIT

TO: ALLAN MANGAYAYAM and SHANTEL MANGAYAYAM
and all other tenants in possession of the premises described as:

ADDRESS: 4817 S. Ridgefield Way
Fairfield, County of Solano, California

NOTICE IS HEREBY GIVEN that Dennis Follain, Sarah Link, and Infiniti RE, LLC have purchased the property known as 4817 S. Ridgefield Way, Fairfield, California at a trust deed foreclosure sale against you, the person under whom you claim and the title has been duly perfected.

NOTICE IS FURTHER GIVEN that, within three days after service on you of this notice, you must deliver up possession of the property to the undersigned or Don McDonald of RE/MAX Gold Elite, the authorized agents of the purchaser of the property. If you fail to deliver up possession within the three-day period, legal proceedings will be commenced against you to recover possession and a judgment for damages for your unlawful detention of the property.

Dated: January 27, 2010

Owner's Agent: 

Timothy M. Jones, Esq.

Telephone: (707) 427-7377

Address: One Harbor Center, Suite 220
Suisun City, CA 94585

PROOF OF SERVICE

I, the UNDERSIGNED, being at least eighteen (18) years of age, served the above THREE-DAY NOTICE TO QUIT, of which this is a true copy, on the above named tenants, in the manner indicated below:

_____ I personally delivered a copy to the tenant at 4817 S. Ridgefield Way, Fairfield, California on January _____, 2010, at _____ o'clock _____ a.m. _____ p.m.

_____ The tenants were absent from their residence and business addresses. I personally delivered a copy to _____ a person of suitable age and discretion at tenants' residence or business address, on January _____, 2010, at _____ o'clock _____ a.m. _____ p.m. and mailed a copy addressed to the tenants at their place of residence.

☒ There being no person at the leased premises, I affixed a copy of the notice in a conspicuous place on the property on January 27, 2010, at 11:39 o'clock ☒ a.m. _____ p.m. and mailed a copy to the tenants at the leased premises.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Dated: January 27, 2010

Signature: 

Timothy M. Miller

EXHIBIT C

ENDORSED FILED
Clerk of the Superior Court

FEB 03 2010

By L. RANDLE
DEPUTY CLERK

**ASSIGNED TO
JUDGE TERRY DAVIS
FOR ALL PURPOSES**

Matthew R. Lucas (State Bar No. 148484)
HILLMAN, LUCAS & JONES, P.C.
One Harbor Center, Suite 220
Suisun City, California 94585
707-427-7377
Fax 707-427-7370

Attorney for Plaintiffs
SARAH J. LINK, DENNIS FOLLAIN and
INFINITI RE, LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SOLANO

LIMITED JURISDICTION

SARAH J. LINK, DENNIS FOLLAIN, and
INFINITI RE, LLC,

Plaintiffs,

v.

ALLAN A. MANGAYAYAM, SHANTEL C.
MANGAYAYAM, and DOES 1 to 10,

Defendants.

Case No.: F C M 1 12 6 6 2

COMPLAINT FOR EVICTION
AFTER SALE

Amount demanded does not exceed
\$10,000

Plaintiff alleges:

1. Plaintiffs SARAH J. LINK and DENNIS FOLLAIN are competent adults. Plaintiff INFINITI RE, LLC is a California limited liability company.
2. Defendants ALLAN A. MANGAYAYAM and SHANTEL C. MANGAYAYAM are natural persons.
3. By virtue of a trustee's deed, executed by Executive Trustee Services, LLC dba ETS Services, LLC, as the trustee named in a deed of trust (referred to below as "the trustee"), and delivered to plaintiffs as alleged below, plaintiffs are the owner, and entitled to possession of the real property known as 4817 S. Ridgefield Way, Fairfield, Solano County, California.

1 4. The deed of trust was executed by the defendants in the official records in the office
2 of the County Recorder of Solano County, California. By this deed of trust, the trustor conveyed
3 the property to the trustee to secure payment of the trustor's promissory note or order.

4 5. The trustor defaulted in the payment of the promissory note and, thereafter, on
5 February 13, 2009, at the request of the beneficiary, the trustee, in accordance with *Civil Code*
6 *Section 2924*, caused to be recorded in the official records in the office of the County Recorder
7 of Solano County, California, a notice of default and breach of conditions of the trust deed and
8 its election to sell the property under the power of sale contained in the trust deed to satisfy the
9 obligation secured by the trust deed. The notice of default contained the statement specified in
10 *Civil Code Section 2924c(b)(1)*.

11 6. On May 15, 2009, more than three months after the notice of default was recorded,
12 the trustee, as required by *Civil Code Section 2924*, gave notice in the manner and form required
13 by *Civil Code Section 2924f* that the property would be sold at public auction on January 7,
14 2010, at 2:30 p.m., at 555 Santa Clara Street, Vallejo, Solano County, California, to satisfy the
15 obligation secured by the trust deed.

16 7. The trustor failed to cure the default, and at the time and place noticed for sale, duly
17 sold the property to plaintiffs, who were the highest bidder, and, at that time, executed and
18 delivered to plaintiffs a deed for the property. The deed contains the recital of compliance with
19 law as set forth in *Civil Code Section 2924*. A copy of the trustee's deed is attached to this
20 complaint as Exhibit A and made a part of this complaint.

21 8. At the time of the sale, the defendants, who are not tenants of the prior owner and
22 therefore not entitled to a 30-day notice, were in possession of the property and they have
23 remained in possession after the sale.

24 9. On January 27, 2010, plaintiffs caused to be served on defendants a written notice
25 stating that plaintiffs had purchased the property and they their title had been duly perfected and
26 demanding that defendants quit the premises within three days after service of the notice. A
27 copy of the notice and proof of service is attached to this complaint as Exhibit B and made a part
28 of this complaint.

1 10. The three day period expired on January 30, 2010, and since that date plaintiffs have
2 been and are entitled to immediate possession of the premises.

3 11. Defendants failed and refused to deliver up possession within the three-day period or
4 since and continue in possession of the premises without plaintiffs' permission or consent.

5 12. Defendants' withholding of possession of the premises from plaintiffs have been
6 willful, deliberate, intentional, and obstinate and done by defendants with knowledge that their
7 right to possession has been lawfully terminated and that the withholding of possession is against
8 plaintiffs' will.

9 13. The reasonable rental value of the premises is \$66.66 per day, and the damages to
10 plaintiffs proximately caused by defendants' unlawful detention have accrued at that rate since
11 January 30, 2010, and will continue to accrue at that rate so long as defendants remain in
12 possession of the premises.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, plaintiffs pray judgment against defendants as follows:

- 15 1. For possession of the premises;
16 2. For damages for the unlawful detention of the premises at the rate of \$66.66 per day
17 from January 8, 2010, until entry of judgment, and for statutory damages in the
18 amount of \$600.00;
19 3. For costs of suit herein incurred; and
20 4. For such other and further relief as the court may deem proper.

21
22 Dated: February 3, 2010

HILLMAN, LUCAS & JONES, P.C.

23
24 By: 

25 Timothy M. Jones

26 Attorney for Plaintiffs

27 DENNIS FOLLAIN, SARAH J. LINK, and
28 INFINITI RE, LLC

EXHIBIT A

RECORDING REQUESTED BY:

AND WHEN RECORDED TO:
DENNIS FOLLAIN SARAH LINK INFINITE RE, LLC
4892 WINDERMERE DR,
NEWARK, CA 94560

Forward Tax Statements to
the address given above

TS # GM-168502-C
LOAN # 0176978104 INVESTOR #: 0000000000000
TITLE ORDER # 090100189-CA-MSI

SPACE ABOVE LINE FOR RECORDER'S USE

TRUSTEE'S DEED UPON SALE

APN 0181-495-010 TRANSFER TAX: \$
The Grantee Herein Was Not The Foreclosing Beneficiary.
The Amount Of The Unpaid Debt was \$735,043.91
The Amount Paid By The Grantee Was \$300,100.00
Said Property is in The City Of FAIRFIELD, County of Solano

Executive Trustee Services, LLC dba ETS Services, LLC, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

DENNIS FOLLAIN, SARAH LINK INFINITE RE, LLC. AS TENANTS IN COMMON

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of Solano, State of California, described as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by ALLAN A. MANGAYAYAM and SHANTEL C. MANGAYAYAM, HUSBAND AND WIFE as Trustor, dated 4/9/2007 of the Official Records in the office of the Recorder of Solano, California under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on 4/17/2007, instrument number 200700044062 (or Book, Page) of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

GM-158502-C

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

(CITY OF FAIRFIELD)

LOT 831, AS SHOWN ON THAT CERTAIN MAP ENTITLED: "FINAL MAP OF SOUTHBROOK UNIT NO. 8", FILED IN THE OFFICE OF THE COUNTY RECORDER, SOLANO COUNTY, CALIFORNIA, ON SEPTEMBER 7, 1989, IN BOOK 89 OF MAPS, AT PAGE 68.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH BELOW 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND FOR THE PURPOSES OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OF OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF AS EXCEPTED IN THE DEED FROM LOUIS B. GARIBALDI, ET AL, TO ASTER LAND CONSULTANTS, INC, A CORPORATION, DATED JUNE 9, 1989, AND RECORDED JUNE 11, 1989, IN BOOK 1669 OF OFFICIAL RECORDS, PAGE 872, AS INSTRUMENT NO. 10381.

ALSO EXCEPTING THEREFROM ALL THE SUBSURFACE WATER NOW OR HEREAFTER FOUND OR LOCATED IN ALL OR ANY PART OF THE LAND ABOVE DESCRIBED, LYING BELOW THE SURFACE THEREOF, AND EXPRESSLY RESERVES THE RIGHT TO GRANT LEASES FOR SUCH WATER WITHOUT RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF RECOVERING SUCH WATER.

TRUSTEE'S DEED UPON SALE

Trustee's Deed
T.S.# GM-155502-C
Loan # 0178978104
Title Order # 090100189-CA-MSI

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 1/7/2010. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$300,100.00, in lawful money of the United States, in proper receipt there of is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, Executive Trustee Services, LLC dba ETS Services, LLC., as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws

Date: 1/7/2010

Executive Trustee Services, LLC dba ETS Services,

LLC

By: Kathleen Gowen
Kathleen Gowen, Limited Signing Officer

State of California } S.S.
County of Los Angeles }

On 1/12/2010 before me, Eliza Michelle Meza, Notary Public, personally appeared Kathleen Gowen, Limited Signing Officer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Eliza Michelle Meza

(Seal)

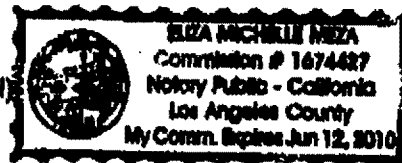


EXHIBIT B

THREE DAY NOTICE TO QUIT

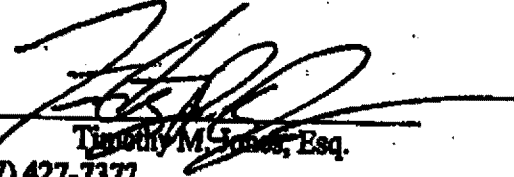
TO: ALLAN MANGAYAYAM and SHANTEL MANGAYAYAM
and all other tenants in possession of the premises described as:

ADDRESS: 4817 S. Ridgefield Way
Fairfield, County of Solano, California

NOTICE IS HEREBY GIVEN that Dennis Follain, Sarah Link, and Infiniti RE, LLC have purchased the property known as 4817 S. Ridgefield Way, Fairfield, California at a trust deed foreclosure sale against you, the person under whom you claim and the title has been duly perfected.

NOTICE IS FURTHER GIVEN that, within three days after service on you of this notice, you must deliver up possession of the property to the undersigned or Don McDonald of RE/MAX Gold Elite, the authorized agents of the purchaser of the property. If you fail to deliver up possession within the three-day period, legal proceedings will be commenced against you to recover possession and a judgment for damages for your unlawful detention of the property.

Dated: January 27, 2010

Owner's Agent: 

Timothy M. Jones, Esq.

Telephone: (707) 427-7377

Address: One Harbor Center, Suite 220
Suisun City, CA 94585

PROOF OF SERVICE

I, the UNDERSIGNED, being at least eighteen (18) years of age, served the above THREE-DAY NOTICE TO QUIT, of which this is a true copy, on the above named tenants, in the manner indicated below:

☐ I personally delivered a copy to the tenant at 4817 S. Ridgefield Way, Fairfield, California on January _____, 2010, at _____ o'clock _____ a.m. _____ p.m.

☐ The tenants were absent from their residence and business addresses. I personally delivered a copy to _____ a person of suitable age and discretion at tenants' residence or business address, on January _____, 2010, at _____ o'clock _____ a.m. _____ p.m. and mailed a copy addressed to the tenants at their place of residence.

☒ There being no person at the leased premises, I affixed a copy of the notice in a conspicuous place on the property on January 27, 2010, at 11:39 o'clock ☒ a.m. _____ p.m. and mailed a copy to the tenants at the leased premises.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Dated: January 27, 2010

Signature: 

Timothy M. Miller